

EXHIBIT A

OAKLAND
COUNTY 09-106362-CK
JUDGE RAE LEE CHABOT
WALBRIDGE ALD v GETRAG GETRIE

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

WALBRIDGE ALDINGER COMPANY

Plaintiff,

Case No. 09-_____CK

Hon.

v.

GETRAG GETRIEBE-UND ZAHNRADFABRIK
HERMANN HAGENMEYER GMBH & CIE KG,
a German limited partnership,

Jury Trial Demanded

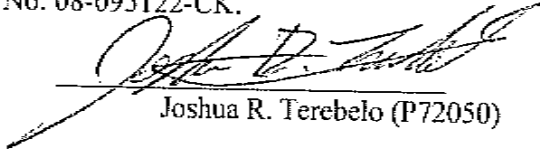
Defendant.

Seth D. Gould (P45465)
Joshua R. Terebelo (P72050)
WIENNER & GOULD, P.C.
Counsel for Walbridge Aldinger Company
950 West University Drive, Suite 350
Rochester, Michigan 48307
Phone: 248-841-9400

RECEIVED FOR FILING
2010 DEC 21 PM 3:05
CLERK OF COURT
OAKLAND COUNTY

COMPLAINT

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint was previously filed in this Court, Case No. 08-095122-CK.


Joshua R. Terebelo (P72050)

Plaintiff Walbridge Aldinger Company ("Walbridge Aldinger"), by and through its undersigned counsel, Wiener & Gould, P.C., brings this Complaint against defendant

GETRAG Getriebe-und Zahnradfabrik Hermann Hagenmeyer GmbH & Cie KG (“Getrag”), for Breach of Contract, and states as follows:

PARTIES

1. Walbridge Aldinger is a Michigan corporation that is authorized to conduct business and regularly conducts business in the State of Michigan.

2. Getrag is a limited partnership organized under the laws of Germany. Getrag regularly conducts business in the State of Michigan.

JURISDICTION AND VENUE

3. Subject matter jurisdiction in this Court is proper pursuant to MCL § 600.605 as the amount in controversy exceeds \$25,000 exclusive of interest and costs.

4. This Court has personal jurisdiction over Getrag pursuant to MCL §§ 600.711, 600.715 and 600.721, because Getrag has transacted business within the state, and the claims in this Complaint relate to such business dealings.

5. Venue is proper in this Court pursuant to MCL § 600.1621.

BACKGROUND

6. In early 2007, Chrysler Group LLC (“Chrysler”), and Getrag decided to jointly develop a Getrag manufacturing plant in Tipton, Indiana (“Tipton Plant”) for the purpose of manufacturing dual clutch transmissions (“DCTs”) in Chrysler vehicles.

7. Consistent with this objective, Getrag formed a domestic limited liability company called Getrag Transmission Manufacturing LLC (“GG LLC”), which, upon information and belief, Getrag established to own and operate the Tipton Plant.

8. Getrag wholly owns GG LLC and directly controls and directs GG LLC.

9. GG LLC was insolvent without Getrag’s financial assistance.

10. With Getrag's financial assistance, GG LLC was severely undercapitalized.

11. In early 2007, representatives of Getrag requested that Walbridge Aldinger provide construction management services relating to the Tipton Plant.

12. In sole reliance upon Getrag's pledge of credit, Walbridge Aldinger agreed to perform construction management services relating to the Tipton Plant.

13. Walbridge Aldinger is party to numerous purchase orders, some issued by Getrag and other purchase orders subsequently issued by the start-up GG LLC.

14. This action concerns two purchase orders, nos. 4500165389 and 4500166665 dated April 17 and 30, 2007, respectively, issued by Getrag to Walbridge Aldinger (collectively, "Purchase Orders"). True and accurate copies of the Purchase Orders are attached hereto as Exhibit A.

15. Getrag issued the Purchase Orders for invoicing and payment of Walbridge Aldinger's subcontractors, management fees, general liability insurance, and reimbursables.

16. Pursuant to the Purchase Orders, Walbridge Aldinger retained subcontractors, and provided construction management and other services to construct the Tipton Plant.

17. Walbridge Aldinger has fully performed its obligations under the Purchase Orders, and has at all times acted in good faith.

18. Getrag, however, has breached the Purchase Orders by refusing to pay Walbridge Aldinger.

19. As of December 17, 2009, Getrag is indebted to Walbridge Aldinger in the amount of \$5,517,256.63, plus accrued and unpaid interest, late charges and attorneys' fees as allowed under applicable law.

**COUNT I
BREACH OF CONTRACT
(Express Contract)**

20. Walbridge Aldinger incorporates herein paragraphs I through 19 of the Complaint.

21. Walbridge Aldinger and Getrag are parties to a contract evidenced by the Purchase Orders.

22. Walbridge Aldinger has fully performed its obligations under the Purchase Orders, and has at all times acted in good faith.

23. Getrag has breached its obligations under the Purchase Orders by failing to pay Walbridge Aldinger for services that Walbridge Aldinger provided to Getrag.

24. As a result of Getrag's breaches, Walbridge Aldinger has been damaged.

25. As of June 22, 2009, Getrag is indebted to Walbridge Aldinger in the amount of \$5,517,256.63, plus accrued but unpaid interest, late charges and attorneys' fees.

WHEREFORE, Walbridge Aldinger respectfully requests that the Court enter judgment in Walbridge Aldinger's favor against Getrag in the amount of \$5,517,256.63, plus accrued but unpaid interest, late charges and attorneys' fees as allowed under applicable law.

COUNT II
BREACH OF CONTRACT
(Implied in Fact Contract)

Walbridge Aldinger presents this count by way of alternative pleading in the event the Court finds that no express contract existed between Walbridge Aldinger and Getrag.

26. Walbridge Aldinger incorporates herein paragraphs 1 through 25 of the Complaint.

27. Through their conduct, Walbridge Aldinger and Getrag entered into an implied in fact contract whereby Getrag retained Walbridge Aldinger to perform construction management services related to the Tipton Plant ("Implied Contract").

28. Walbridge Aldinger has fully performed its obligations under the Implied Contract, and has acted at all times in good faith.

29. Getrag has breached its obligations under the Implied Contract by failing to pay Walbridge Aldinger for services that Walbridge Aldinger provided to Getrag.

30. As a result of Getrag's breaches, Walbridge Aldinger has been damaged.

31. As of June 22, 2009, Getrag is indebted to Walbridge Aldinger in the amount of \$5,517,256.63, plus accrued but unpaid interest, late charges and attorneys' fees.

WHEREFORE, Walbridge Aldinger demands judgment against Getrag in whatever amount of damages the Court finds Walbridge Aldinger to be entitled, plus costs, interest, and attorneys' fees as allowed under applicable law.

**COUNT III
UNJUST ENRICHMENT
(Implied in Law Contract)**

Walbridge Aldinger presents this count by way of alternative pleading in the event the Court finds that no express or implied in fact contract exists between Walbridge Aldinger and Getrag.

32. Walbridge Aldinger incorporates herein paragraphs 1 through 31 of the Complaint.

33. Getrag has received benefits from Walbridge Aldinger in the form of construction management services provided by Walbridge Aldinger.

34. It is inequitable for Getrag to retain these benefits without compensating Walbridge Aldinger.

WHEREFORE, Walbridge Aldinger demands judgment against Getrag in whatever amount of damages the Court finds Walbridge Aldinger to be entitled, plus costs, interest, and attorneys' fees as allowed under applicable law.

**COUNT III
ALTER EGO LIABILITY**

Walbridge Aldinger presents this count by way of alternative pleading in the event the Court finds that no express, implied in fact, or implied in law, contract exists between Walbridge Aldinger and Getrag.

35. Walbridge Aldinger incorporates herein paragraphs 1 through 34 of the Complaint.

36. GG LLC is wholly-owned and directly controlled by Getrag.

37. Getrag and GG LLC have substantially identical ownership, management, and business purpose.

38. GG LLC was insolvent and/or undercapitalized at all relevant times.

39. Getrag is unjustly attempting to avoid its obligations to Walbridge Aldinger through fraudulent corporate formalities, including misrepresentations to Walbridge Aldinger that Getrag is merely an agent of a disclosed principal, GG LLC, when, in fact, the converse is true. Namely, GG LLC is the agent of its principal, Getrag.

40. To prevent injustice, Getrag should be held liable as the alter ego of GG LLC.

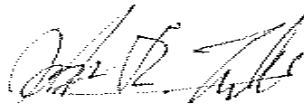
WHEREFORE, Walbridge Aldinger demands judgment against Getrag in whatever amount of damages the Court finds Walbridge Aldinger to be entitled, plus costs, interest, and attorneys' fees as allowed under applicable law.

DEMAND FOR JURY TRIAL

Walbridge Aldinger, by its undersigned attorneys, hereby demands a trial by jury in above-entitled action.

Respectfully submitted,

WIENNER & GOULD, P.C.



Seth D. Gould (P45465)
Joshua R. Terebelo (P72050)
950 West University Drive, Suite 350
Rochester, Michigan 48307
Phone: 248-841-9400
Fax: 248-652-2729

Counsel for Walbridge Aldinger Company

Dated: December 21, 2009

RECD 6/28/07

7-7395

■■■ GETRAG

WA

GETRAG GmbH & Co KG, GETRAG InnovationsCenter/
Hermann Hagenmeyer-Str. 74199 Unterguppenbach

Walbridge Aldinger
613 Abbott Street

00000 Detroit, Michigan 48226-2521
USA

PO number
date
Your Vendor Number:
Our VAT registr.no.:
Our reference:
Buyer:
Telephone:
Fax:
Email:

Page 1 / 6

4500165389

04/17/2007

91019215

DE145126877

GIP1 BT

Bregler, Thomas

+49(0)7131/644-4524

+49(0)7131/644-4624

Thomas.Bregler@Getrag.de

Delivery Address:

GETRAG InnovationsCenter
Getriebe- und Zahnradfabrik
Hermann Hagenmeyer GmbH & Co KG
Hermann-Hagenmeyer-Straße

74199 Unterguppenbach
Deutschland

Purchase order

APRIL - JULY

→ CHANGE ORDER FOR ADDITIONAL POSITIONS
NEW POSITIONS: POSITIONS 2-7

FRAME CONTRACT

Acting in the name and on behalf of:

GETRAG TRANSMISSION MANUFACTURING LLC
2711 Centerville Road
Registered office in:
Suite 400
Wilmington, DE 19808
USA

C M FEE
GEN LIABILITY
OWNER REIMBURSABLE

\$ 1,203,300

FOR THE INVOICING OF construction manager WA
Project: GETRAG Transmission Manufacturing LLC, Building of Indiana plant

Valid for all P/O positions below:

Cancellation clause

The contractor shall have the right to terminate this subcontract with or without cause, for the convenience of the contractor. In event of termination for the contractor's convenience, compensation to subcontractor shall be made on the same basis as that provided for in the Agreement Between Owner and Contractor or Contract Documents, or in the absence of applicable provisions then based on the percentage of the work completed as of the date of

EXHIBIT

A

GETRAG GmbH & Co KG
GETRAG InnovationsCenter
Hermann-Hagenmeyer-Str.
74199 Unterguppenbach

Kommunales Unternehmen mit Sitz in
Unterguppenbach, Registergericht
HRA 134271, Amtsgericht Stuttgart
Pers. Haftungsges.: GETRAG CH

Handelsregister: Graubünden
Firmenr. CH-359.4.000.635-0
Geschäftsführer:
Dr. Robert Schwarz,
Dr. Robert Schuster-Schweizer

Bankverbindung:
Basler Bank, Feldbrunn
BLZ 604 600 03
Kto.Nr. 502 102 369
IBAN: CH 359 4000 6350 102 369



GETRAG GmbH & Co KG, GETRAG InnovationsCenter
Hermann Hagenmeyer-Str., 74199 Untergruppenbach

Watbridge Aldinger
613 Abbott Street

00000 Detroit, Michigan 48226-2521
USA

PO number
date
Your Vendor Number:
Our VAT registr.no.:
Our reference:
Buyer:
Telephone:
Fax:
Email:

Page 1 / 8
4500165389
04/17/2007
91019215
DE146126877
BIP1 BT
Bregler, Thomas
+49(0)7131/644-4524
+49(0)7131/644-4624
Thomas.Bregler@Getrag.de

Delivery Address:

GETRAG InnovationsCenter
Getriebe- und Zahnradfabrik
Hermann Hagenmeyer GmbH & Co KG
Hermann-Hagenmeyer-Straße

74199 Untergruppenbach
Deutschland

Purchase order

CHANGE ORDER FOR ADDITIONAL POSITIONS
NEW POSITIONS: POSITIONS 8-13

FRAME CONTRACT

Acting in the name and on behalf of:

GETRAG TRANSMISSION MANUFACTURING LLC
2711 Centerville Road
Registered office in:
Suite 400
Wilmington, DE 19808
USA/n

FOR THE INVOICING OF construction manager WA
Project: GETRAG Transmission Manufacturing LLC, Building of Indiana plant

Valid for all P/O positions below:

Cancellation clause

The contractor shall have the right to terminate this subcontract with or without cause, for the convenience of the contractor. In event of termination for the contractor's convenience, compensation to subcontractor shall be made on the same basis as that provided for in the Agreement Between Owner and Contractor or Contract Documents, or in the absence of applicable provisions then based on the percentage of the work completed as of the date of termination. In no event the subcontractor shall be entitled to anticipated profits.

GETRAG GmbH & Co KG
GETRAG InnovationsCenter

Kommanditgesellschaft mit Sitz in
Untergruppenbach, Registergericht

Handelsregister Braubünden
Firmennr. CH-350.4.000.638-0

Bankverbindung:
Dresdner Bank, Halleschen



Walbridge Aldinger
613 Abbott Street

00000 Detroit, Michigan 48226-2521
USA

PO number
date

Page 2 / 8
4500165389
04/17/2007

Invoice submission procedure: One invoice per month is issued by WA according to the accomplished progress. The total invoice sum is agreed to on-site in Indiana between WA and responsible GETRAG staff. Invoices are issued on GETRAG, Untergruppenbach but are to be sent with a separate cover sheet first to EFG Engineering Facility Group, Ingenieurgesellschaft mbH, Berblingerstr. 12, D-71254 Ditzingen for approval. EFG will send the released invoices to GETRAG, Untergruppenbach for payment. Invoices are paid net 30 days.

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
01		1	Activ.unit	480,000.00	480,000.00

Construction management fee Apr, May 07

\$ 480,000 according to the spending curve dd. 27.03.2007 (incl. owners reimbursable) for the months April and May 2007 - subject to the provisions concerning management fee (espec. corporate fee, overhead and profit).

Your invoices have to be issued to:

GETRAG
Getriebe- und Zahnradfabrik
Hermann Hagenmeyer GmbH & Cie KG
GETRAG InnovationsCenter
Dept. Accounting
Hermann-Hagenmeyer-Straße
D-74199 Untergruppenbach

The invoices have to be sent with a separate cover sheet to:

GETRAG GmbH & Cie KG
GETRAG InnovationsCenter

Kommanditgesellschaft mit Sitz in
Untergruppenbach, Registergericht

Handelsregister Greutungen
Firmenr. CH-350.4.000.688-0

Bankverbindung:
Dresdner Bank, Heßberg



Walbridge Aldinger
613 Abbott Street

00000 Detroit, Michigan 48226-2521
USA

PO number
date

Page 3 / 8
4500165389
04/17/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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EFG Engineering Facility Group
Ingenieurgesellschaft mbH
Berblingerstr. 12
D-71254 Ditzingen

Delivery date: Day 04/18/2007

02		1	Activ. unit	285,000.00	285,000.00
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Construction Management fee June 2007

\$ 285,000 according to the spending curve dd. 18.05.2007 for the month June 2007

Delivery date: Day 06/22/2007

03		1	Activ. unit	285,000.00	285,000.00
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GETRAG GmbH & Co. KG
GETRAG InnovationsCenter

Kommanditgesellschaft mit Sitz in
Untergruppenbach, Registergericht

Handelsregister: Graubünden
Firmennr. CH-353.4.000.688-0

Bankverbindung:
Dresdner Bank, Hetschhorn



Walbridge Aldinger
613 Abbott Street

00000 Detroit, Michigan 48226-2521
USA

FO number
date

Page 4 / 8
4500165369
04/17/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Construction Management fee July 2007

\$ 285,000 according to the spending curve dd. 18.05.2007 for the month July 2007

Delivery date: Day 06/22/2007

04		1	Activ.unlt	16,650.00	16,650.00
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General Liability June 07

according to the spending curve dd. 18.05.2007

Delivery date: Day 06/29/2007

05		1	Activ.unlt	16,650.00	16,650.00
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General Liability July 07

according to the spending curve dd. 18.05.2007



Walbridge Aldinger
613 Abbott Street

00000 Detroit, Michigan 48226-2521
USA

PO number
date

Page 5 / 8
4500165389
04/17/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Delivery date: Day 06/29/2007

06		1	Activ.unit	60,000.00	60,000.00
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Owners Reimbursables June 07

according to the spending curve dd. 18.05.2007

Delivery date: Day 06/29/2007

07		1	Activ.unit	60,000.00	60,000.00
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Owners Reimbursables July 07

according to the spending curve dd. 18.05.2007

Delivery date: Day 06/29/2007

08		1	Activ.unit	177,200.00	177,200.00
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Walbridge Aldinger
613 Abbott Street

00000 Detroit, Michigan 48226-2521
USA

PO number
date

Page 6 / 8
4500165389
04/17/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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WA CM Fee August 07

according to adjustment old spending curve (18.05.2007) to actual spending curve
dd. 05. June 2007

Delivery date: Day 07/27/2007

09		1	Activ.unit	283,200.00	283,200.00
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WA CM Fee September 07

according to the spending curve dd. 05. June 2007

Delivery date: Day 07/27/2007

10		1	Activ.unit	17,000.00	17,000.00
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General Liability August 07

according to the spending curve dd. 05. June 2007



Walbridge Aldinger
613 Abbott Street

00000 Detroit, Michigan 48226-2521
USA

PO number
date

Page 7 / 8
4500165389
04/17/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Delivery date: Day 07/27/2007

11		1	Activ.unit	24,750.00	24,750.00
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General Liability September 07

according to the spending curve dd. 05. June 2007

Delivery date: Day 07/27/2007

12		1	Activ.unit	65,000.00	65,000.00
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Owners Reimbursables August 07

according to the spending curve dd. 05. June 2007

Delivery date: Day 07/27/2007

13		1	Activ.unit	65,000.00	65,000.00
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Walbridge Aldinger
613 Abbott Street

PO number
date

Page 8 / 8
4500165389
04/17/2007

00000 Detroit, Michigan 48226-2521
USA

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Owners Reimbursables September 07

according to the spending curve dd. 05. June 2007

Delivery date: Day 07/27/2007

Total net value excl. tax	USD	1,835,450.00
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Terms of payment: Within 30 days Due net

Our General Terms and Conditions shall apply exclusively.

Unterguppenbach, 07-26-2007

GETRAG GmbH & Co. KG
GETRAG InnovationsCenter

Kommanditgesellschaft mit Sitz in
Unterguppenbach, Registergericht

Handelsregister Graubünden
Firmennr. CH-350.4.000.688-0

Bankverbindung:
Dresdner Bank, Hainichen
017 234 500 00

COPY
P.O. STEEL
B.P. 002

CONTRACTOR
■■■ GETRAG
C.F. 7.7395.2.2

GETRAG GmbH & Co KG, GETRAG InnovationsCenter
Hermann Hagenmeyer-Str. 74199 Unterguppenbach

Walbridge Aldinger
813 Abbott Street

48228-2521 Detroit Michigan
USA

PO number
date
Your Vendor Number:
Our VAT registr.no.:
Our reference:
Buyer:
Telephone:
Fax:
Email:

Page 1 / 3
4500166685
04/30/2007
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+49(0)7131/644-4624
Thomas.Bregler@Getrag.de

Delivery Address:

GETRAG InnovationsCenter
Getriebe- und Zahnradfabrik
Hermann Hagenmeyer GmbH & Co KG
Hermann-Hagenmeyer-Straße

74199 Unterguppenbach
Deutschland

Delivery date:

04/30/2007

Purchase order

POSITION 1

FRAME CONTRACT

Acting in the name and on behalf of:

*1) B.P. 002 STRUCTURAL STL.

GETRAG TRANSMISSION MANUFACTURING LLC
2711 Centerville Road
Registered office in:
Suite 400
Wilmington, DE 19808
USA

FOR THE INVOICING OF WA's SUBCONTRACTORS
Project: GETRAG Transmission Manufacturing LLC, Building of Indiana plant

Valid for all P/O positions below:

Cancellation clause

The contractor shall have the right to terminate this subcontract with or without cause, for the convenience of the contractor. In event of termination for the contractor's convenience, compensation to subcontractor shall be made on the same basis as that provided for in the Agreement Between Owner and Contractor or Contract Documents, or in the absence of applicable provisions then based on the percentage of the work completed as of the date of termination. In no event the subcontractor shall be entitled to anticipated profits.

Invoice submission procedure: One invoice per month is issued by WA for

GETRAG GmbH & Co KG
GETRAG InnovationsCenter
Hermann-Hagenmeyer-Str.
74199 Unterguppenbach
www.getrag.de

Kommanditgesellschaft mit Sitz in
Unterguppenbach, Registergericht
HRA 104271, Amtsgericht, Stuttgart
Pers. Haftende Ges.: GETRAG CH
Stellungsgeber: obH mit Sitz in China

Handelsregister: Graubünden
Prüfnummer: CH-353.4.000.829-0
Geschäftsführer:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Bankverbindung:
Dresdner Bank, Heilbronn
BLZ 604 600 00
Kto.Nr.: 202 162 500
DE10 604 600 002 162 500



GETRAG GmbH & Co KG, GETRAG InnovationsCenter
Hermann Hagenmeyer-Str. 74199 Unterguppenbach

Walbridge Aldinger
613 Abbott Street

48228-2521 Detroit Michigan
USA

PO number
date
Your Vendor Number:
Our VAT registr.no.:
Our reference:
Buyer:
Telephoner:
Fax:
Email:

Page 1 / 8
4500166665
04/30/2007
91019215
DE146126877
BIP1 BT
Bregler, Thomas
+49(0)7131/644-4524
+49(0)7131/644-4624
Thomas.Bregler@Getrag.de

Delivery Address:

GETRAG InnovationsCenter
Getriebe- und Zahnradfabrik
Hermann Hagenmeyer GmbH & Co KG
Hermann-Hagenmeyer-Straße

74199 Unterguppenbach
Deutschland

Purchase order

→ **CHANGE ORDER FOR ADDITIONAL POSITIONS
NEW POSITION: POSITION 7**

FRAME CONTRACT

Acting in the name and on behalf of:

GETRAG TRANSMISSION MANUFACTURING LLC
2711 Centerville Road
Registered office in:
Suite 400
Wilmington, DE 19808
USA

FOR THE INVOICING OF WA's SUBCONTRACTORS
Project: GETRAG Transmission Manufacturing LLC, Building of Indiana plant

Valid for all P/O positions below:

Cancellation clause

The contractor shall have the right to terminate this subcontract with or without cause, for the convenience of the contractor. In event of termination for the contractor's convenience, compensation to subcontractor shall be made on the same basis as that provided for in the Agreement Between Owner and Contractor or Contract Documents, or in the absence of applicable provisions then based on the percentage of the work completed as of the date of termination. In no event the subcontractor shall be entitled to anticipated

GETRAG GmbH & Co KG
GETRAG InnovationsCenter
Hermann-Hagenmeyer-Str.
74199 Unterguppenbach
www.getrag.de

Kommanditgesellschaft mit Sitz in
Unterguppenbach, Registergericht
IRA 104271, Amtsgericht Stuttgart
Pers. Haftung Ges.: GETRAG CH
Beteiligungs-Ges. mbH mit Sitz in Chur

Handelsregister Osnabrücken
Firmenr. CH-350.4.020.563-0
Geschäftsführer:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Bankverbindung:
Dresdner Bank, Heilbronn
BLZ 694 800 08
Kto.Nr.: 502 192 309
DE10 6945 5053 0622 1823 08



Walbridge Aldinger
813 Abbott Street
48226-2521 Detroit Michigan
USA

PO number
date

Page 2 / 8
4500166665
04/30/2007

profits.

Invoice submission procedure: One invoice per month is issued by WA for subcontractor services according to the accomplished progress. The total invoice sum is agreed to on-site in Indiana between WA and responsible GETRAG staff. Invoices are issued on GETRAG, Untergruppenbach but are to be sent with a separate cover sheet first to EFG Engineering Facility Group, Ingenieurgesellschaft mbH, Berblingerstr. 12, D-71254 Ditzingen for approval. EFG will send the released invoices to GETRAG, Untergruppenbach for payment. Invoices are paid net 30 days.

Item	Material Description	Order Quantity	Unit	Price per unit USD	Vakre USD
01		1	Activ. unit	10,953,000.00	10,953,000.00

BP 002 Structural Steel

Bid package BP-002 Structural Steel
according to detailed description/offer from Midwest steel and cost breakdown
from 4/23/2007 and your Request#001 (Revised) dd. 04/27/2007.

Your subcontractor: Midwest Steel

Base Bid \$11,500,000.00 (Sales tax included)
(The base bid consists of: Material cost: \$4,209,000.00 (3,510 tons) / Shipping
cost \$ 132,000.00 / Fabrication cost \$ 3,672,000.00 / Structural steel erection
& Bolt up \$ 1,842,000.- / Metal deck and Joist material cost \$ 911,000.00 /
Metal deck installation cost \$ 337,000.00 / HSS 8x6 for siding support \$
307,000.00)

Minus: 8x6 Siding Supports due to change in Siding \$ 307,000.00

GETRAG GmbH & Co. KG
GETRAG Innovations Center
Hammann-Hagenstr. 1
74199 Untergruppenbach
www.getrag.de

Kommanditgesellschaft mit Sitz in
Untergruppenbach, Registergericht
HRA 104271, Amtsgericht, Stuttgart
Pers. Haftende Ges.: GETRAG CH
Beteiligungs-ges. mbH mit Sitz in CH

Händlerregister Graubünden
Finnenstr. CH-3504 000.836-0
Geschäftsführer:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Bankverbindung:
Dresdner Bank, Halle/Saale
BLZ 604 600 00
Kto.Nr.: 302 192 300
DE10 6046 0000 0002 1923 00



Walbridge Aldinger
613 Abbott Street
48226-2521 Detroit Michigan
USA

PO number
date

Page 3 / 8
4500165665
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
------	-------------------------	----------------	------	-----------------------	--------------

Minus: Acceptance of voluntary alternate to start 3 weeks later but still
meeting end date \$ 210,000.00

InMinus: Acceptance of reduction in Retention to 5% at 50% completion \$
20,000.00

-> Total lump sum amount: \$ 10,863,000.00

Subcontractor guarantees a.m. material price for steel for the whole project
phase, possible price increases will be covered by the subcontractor.

Fix completion date for steel work: 01/23/2008.

Delivery date: Day 04/30/2007

02		1 Activ.un:4,240,800.00	4,240,800.00
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BP 001 Sitework 1

BP001 Sitework 1:

Your subcontractor: Angelo laFrata

Base Bid: \$3,592,300.00

Mandatory Alternate #1 added to built per Alternate #1 drawings (Parcel 9
included): + \$703,500.00

Voluntary Alternate accepted to delete lime stabilization, delete 10" of
Engineering: / \$90,000.00

GETRAG GmbH & Co. KG
GETRAG InnovationsCenter
Hermann-Hagermeyers-Str.
74199 Unterruppenbach
www.getrag.de

Kommanditgesellschaft mit Sitz in
Unterruppenbach, Registergericht
HRA 104271, Amtsgericht, Stuttgart
Pers. Haftende Ges.: GETRAG CH
Beteiligungsges. mbH mit Sitz in China

Handelsregister Graubünden
Firmenr. CH-350.4.003.665-0
Geschäftsführer:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Bankverbindung:
Dresdner Bank, Heilbronn
BLZ 604 600 06
Kto.Nr.: 502 192 300
DE10 6046 0060 0502 1923 00



Walbridge Aldinger
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USA

PO number
date

Page 4 / 8
4500166665
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
	Fill & add back 10' of compacted aggregated stone base				
	Performance Bond added: + \$35,000.00				

Total Sitework + Package \$4,240,800.00

Delivery date: Day 05/09/2007

03 1 Activ. unit 414,032.00 414,032.00

BP 005 Air Compressor, Air Dryers

005 Pre-Purchase Air Compressors / Air Dryers
Your subcontractor: Air Technologies

According to you request #003 from May 17th, 2007

Base Bid: \$410,032.00

Mandatory Alternate #1-remote monitoring & control of 3 air dryers:
\$4,000.00

Total Request BP 005: \$414,032.00

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GETRAG InnovationsCenter
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74139 Unterturkheim
www.getrag.de

Kommanditgesellschaft mit Sitz in
Unterturkheim, Registergericht
HRA 104271, Amtsgericht, Stuttgart
Pers. Haftende Ges.: GETRAG CH
Ertelungsges. mbH mit Sitz in Chur

Handelsregister Graubünden
Firmenr. CH-350.4.003.893.0
Geschäftsführer:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Gütekennzeichnung:
Dresdner Bank, Heilbronn
BLZ 404 600 00
Kto.Nr.: 602 152 300
DE10 6048 0009 6592 1323 00



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USA

PO number
date:

Page 6 / 8
4500166665
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Delivery date: Day 05/25/2007

04		1	Activ. unit	615,292.00	815,292.00
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BP 002 Steel work Add. Funding

Your subcontractor: Midwest Steel
Your change order request dd. 06-08-2007

Total amount for additional funding: \$820,389.00
less 25 % holdback for value analysis: \$205,097.00

= Preliminary p/o sum for add. funding: \$ 615,292.00

Delivery date: Day 06/15/2007

05		1	Activ. unit	629,785.00	629,785.00
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BP 007 Pre Purchase Chillers

Your subcontractor: Trane
Your request dd. 06-11-2007

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74199 Untergroupenbach
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Kommanditgesellschaft mit Sitz in
Untergroupenbach, Registergericht
HRA 104271, Amtsgericht, Stuttgart
Pers. Haftende Ges.: GETRAG CH
Balefigungsges. mbH mit Sitz in Chur

Handelsregister Graubünden
Firmennr. CH-350.4.000.853-0
Geschäftsführen:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Betriebsleitung:
Creditur Bank, Heilbronn
BLZ 634 600 03
Kto.Nr.: 602 192 500
DE10 6343 0008 0512 1923 00



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Page 6 / 8
4500166665
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Base Bid: \$ 629,785.00
Alternate: None

Total Request: \$ 629,785.00

Delivery date: Day 06/15/2007

06		1	Activ. unit	3,058,029.00	3,058,029.00
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BP 006 Air Handling Units

Your subcontractor: TIM
Your request dd. 06-11-2007

Base Bid: \$ 2,873,554.00
Post Bid #1: \$ 32,159.00 (Revise AHU 311-315)
Post Bid #2: \$ 31,275.00 (Energy Wheel)

Request: \$ 2,938,988.00 Air Handling Unit

+ Alternate \$ 121,041.00 (pre-piping the interior box of the AHU's (saving in mechanical piping package)

Total Request: \$ 3,058,029.00

(2 year warranty on labour and parts included)

GETRAG GmbH & Co KG
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Hermann-Hugenschmeyer-Str.
74189 Unterruppenbach
www.getrag.de

Kommanditgesellschaft mit Sitz in
Unterruppenbach, Registergericht
HRA 104271, Amtsgericht, Stuttgart
Pers. Haftende Ges.: GETRAG CH
Betriebsleitungsges. mbH mit Sitz in China

Handelsregister Gerichtskunden
Firmennr. CH-350.4.000.553-0
Geschäftsführer:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Bankverbindung:
Dresdner Bank, Heidelberg
BLZ 604 600 00
Kto.Nr.: 502 192 300
DE10 6040 0006 0502 1923 00



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PO number
date

Page 7 / 8
4500160665
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Delivery date: Day 06/15/2007

07		1	Activ. unit	2,658,800.00	2,658,800.00
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BP 008 Build. Foundations

Request BP 008_ Building Foundations
according to detailed description/offer from Hagerman Construction and cost
breakdown from 6/6/2007 and your Request#006 dd. 06/21/2007.

Your subsupplier: Hagerman Construction

Base Bid_Production / Assembly \$2,178,800
Alternate #1 _ Footing Tech. Building \$42,400
Alternate #2_ Grade Beams Tech. Bldg. \$47,400
Alternate #3_ Footings LSC Bldg \$149,600
Alternate #4_ Grade Beams LSC Bldg. \$240,600

Total Request BP 008 \$ 2,658,800

Delivery date: Day 06/29/2007

GETRAG GmbH & Co KG
GETRAG InnovationsCenter
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74183 Untergroupenbach
www.getrag.de

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Untergroupenbach, Registergericht
HRA 104271, Amtsgericht, Stuttgart
Pers. Haftende Ges.: GETRAG CH
Beteiligungsges. mbH mit Sitz in China

Handelsregister Greutlingen
Finanzv. CH-350.4.000.888-0
Geschäfts/Chen:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Bankverbindung:
Dresdner Bank, Hildesheim
BLZ 504 600 03
Kto.Nr.: 502 152 300
DE10 6045 0020 0502 1523 00



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Page 8 / 8
4500168665
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
Total net value excl. tax				USD	22,579,738.00

Terms of payment: Within 30 days Due net

Our General Terms and Conditions shall apply exclusively.

Unterguppenbach, 07-02-

Handwritten signatures: R. Elker and i.A. B.

GETRAG GmbH & Co. KG
GETRAG InnovationsCenter
Hennrich-Heggenmeyer-Str.
74199 Unterguppenbach
www.getrag.de

Kommanditgesellschaft mit Sitz in
Unterguppenbach, Registergericht
HRA 104271, Amtsgericht, Stuttgart
Pers. Haftende Ges.: GETRAG OH
Baleisungsges. m.H mit Sitz in China

Handelsregister der Graubünden
Filzmoos, CH-3504.000.850-0
Geschäftsführer:
Dr. Robert Schwarz,
Dr. Robert Martin Schwarz

Bankverbindung:
Dresdner Bank, Heilbronn
BLZ 824 600 63
Kto.Nr.: 592 192 333
DE10 8246 0003 0502 1923 00



GETRAG GmbH & Co KG, GETRAG InnovationsCenter
Hermann-Hagenmeyer-Str., 74199 Untergruppenbach

Walbridge Aldinger
777 Woodward Avenue, Suite 300

48226-3529 Detroit, Michigan
USA

PO number
date
Your Vendor Number:
Our VAT registr.no.:
Our reference:
Buyer:
Telephone:
Fax:
Email:

Page 1 / 14
4500166685
04/30/2007
91019215
DE146126877
BIP1 BT
Bregler, Thomas
+49(0)7131/644-4524
+49(0)7131/644-4624
Thomas.Bregler@Getrag.de

Delivery Address:

GETRAG InnovationsCenter
Getriebe- und Zahnradfabrik
Hermann Hagenmeyer GmbH & Co KG
Hermann-Hagenmeyer-Straße

74199 Untergruppenbach
Deutschland

Purchase order

CHANGE ORDER FOR ADDITIONAL POSITIONS
-> NEW POSITIONS: POSITIONS 12-14

FRAME CONTRACT

Acting in the name and on behalf of:

GETRAG TRANSMISSION MANUFACTURING LLC
2711 Centerville Road
Registered office in:
Suite 400
Wilmington, DE 19808

USA

FOR THE INVOICING OF WA's SUBCONTRACTORS
Project: GETRAG Transmission Manufacturing LLC, Building of Indiana plant

Valid for all P/O positions below:

Cancellation clause

The contractor shall have the right to terminate this subcontract with or without cause, for the convenience of the contractor. In event of termination for the contractor's convenience, compensation to subcontractor shall be made on the same basis as that provided for in the Agreement Between Owner and Contractor or Contract Documents, or in the absence of applicable provisions then based on the percentage of the work completed as of the date of



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PO number
date

Page 11 / 14
4500166865
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Delivery date: Day 07/13/2007

12		1	Activ.unit	2,420,936.00	2,420,936.00
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BP 014 Roofing

Your subcontractor:

Fred Christen & Son

Your request dd. 07-27-07

Request BP 014 _ Roofing :

Base Bid_ DCX Roof System, 60 mil PVC \$ 2,049,936
with mechanical fasteners

Alternate #1 _ Additional layer of 1,5" insulation board \$ 321,000

Alternate #2_ Snow removal allowance \$ 50,000

Total Request
\$ 2,420,936



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PO number
date

Page 12 / 14
4500166665
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
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Delivery date: Day 08/03/2007

13		1	Activ.unit	3,279,100.00	3,279,100.00
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BP 011 Metal Siding

Your subcontractor: Universal Wall
Your request dd. 07-31-2007

Request BP 011_Metal Siding:

Base Bid_Building #3 - Production Assembly \$ 1,129,900

Base Bid_Building #4 - Technical
\$ 160,200

Base Bid_Building #5 - LSC
\$ 538,800

Alternate #1 _ Provide Metenco Silversmith Mica Color \$29,400

Alternate #2_ Provide 1 1/2 " (gauge Y-36 Profile) exterior panel
w/1/2" furring channel mounted horizontally \$1,091,000

Post Bid Corner Assembly_outside corner trim
see Universal attachment 'A' page 6 of 7 \$ 88,800

Post Bid Vertical Joint Assy_vertical trim
see Universal attachment 'A' page 7 of 7 \$ 259,000

/nTotal Request



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PO number
date

Page 13 / 14
4500165665
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
					\$ 3,297,100

Delivery date: Day 08/03/2007

14 1 Activ. Unit 6,064,820.00 6,064,820.00

BP 024 Pre Engin. Build.

Your subcontractor: C & Z Construction

Your request dd. 07-30-2007

Request BP 0 24 _ Pre_Engineered Building :

Base Bid_ Tech.& LSC Buildings and Roof \$ 7,026,410
Alternate #2 Delete Technical Bldg. Siding - \$ 1 34,315
Alternate#3 Delete LSC Bldg Siding - \$ 578 ,331
Voluntary Alt #1 Delete Painted Roof - \$ 131 ,250
Post Bid#1 LSC Loading Change - \$ 12,820
Voluntary Alternate Roofing System
Deduct 22 gauge "B" deck and 2 1/4" ISO board
& substitute 6" R 19 blanket insulation with Gym guard - \$ 172,874

Performance Bond
\$ 68,000

Total Request



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PO number
date

Page 14 / 14
4500166685
04/30/2007

Item	Material Description	Order Quantity	Unit	Price per unit USD	Value USD
					\$ 6,064,820

Delivery date: Day 08/03/2007

Total net value excl. tax	USD	44,766,760.00
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Terms of payment: Within 30 days Due net

Our General Terms and Conditions shall apply exclusively.

GETRAG GmbH & Co KG
GETRAG InnovationsCenter

Kommanditgesellschaft mit Sitz in
Untergruppenbach, Registergericht

H. J. Elker
Handelsregister Graubünden
Firmenr. CH-350.4.000.668-0

St. J. Suter
Bankverbindung:
Dresdner Bank, Helldorn